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TITLE /SEARCH REPORT

To,
Anant Builders & Developers
Partnership firm through Partner
1) Keshavlal Narayanbhai Patel
2) Rohan Keshavlal Patel
3) Kamlaben Keshavlal Patel
4) Sneha Keshavlal Patel
All R/o Ashirwad Bunglow, Mahalaxmi Nagar
Hirawadi Road, Panchvati , Nashik

SUBJECT :- Title / Search Report in respect of N.A. Plot No 9+10 adm. area 894.45 Sq. Mtrs. out of Gat No. 328/41 and constructed building known as Anant Laxmi Apartment Building A & B , situated at Adgaon Tal and Dist Nashik which is owned by Anant Builders & Developers Partnership firm through Partner 1) Keshavlal Narayanbhai Patel 2) Rohan Keshavlal Patel 3) Kamlaben Keshavlal Patel 4) Sneha Keshavlal Patel R/o Panchvati Nashik

DETAILED DESCRIPTION OF PROPERTY , INCLUDING THE AREA OF THE PROPERTY, LOCATION, S.NO., GAT NO. AND BOUNDRIES ETC)

All that piece and parcel of the property bearing N.A. Plot No. 9+10 adm. area 894.45 Sq. Mtrs. out of Gat No. 328/41 and constructed building known as Anant Laxmi Apartment Building A & B , situated at Adgaon Tal and Dist Nashik within the limits of Nashik Municipal Corporation and within limits of Nashik District Registration and Sub Registration which is bounded as -

East	:-	Gat No 334
West	:-	9 Mtr. Road
South	:-	Gat No. 333, 332
North	:-	Plot No. 5,6, 7 and 8

COMPLETE DETAILS OF THE DOCUMENTS SCRUTINIZED BY THE ADVOCATES

1) Original 7/12 extract 1979 to 2016
2) 6 D Mutation entries
3) Photo copy of layout plan
4) TItle Report of Adv. Mukund R. Odhekar
5) ULC Order for consolidation of Plot No.9 and Plot No 10
6) Photo copy of sale deed dtd. 7.6. 2013 Sr.No. 3259 .
7) N.A. order

8) Building Commencement Certificate
9) ULC order under Talegaon Dabahde shceme dtd. 22. 10. 2009
10) Development Agreement & G.P.A. No. 4367 and 4368 ,4369 , 4370 dtd. 6. 8. 2004

FLOW OF TITLE TO THE PROPERTY AT LEAST FOR THE PERIOD OF LAST 30 YEARS . IT SHOULD CONTAIN HOW THE PARTY ACQUIRED THE TITLE. DETAILS OF LINK DOCUMENT ETC.

As per the request of owner mentioned hereinabove, I have investigated into the title / search of abovesaid plot property for the last 30 years. For that purpose I have persued the above mentioned documents and 7/12 extract on that basis my observation and finding is as under-

The said Gat Number 328 / 41 had previously S.No. 135/ 2 B+3 P / 2 adm. 1 H 48. 50 R . The said land was originally owned by Runja Dashrath Mate . Runja Dashrath Mate had partitioned his land between his 2 sons and him. As per partition S.No. 135/ 2 B + 3 P / 2 was in possesion of Vishram Runja Mate . In ME No. 6493 dtd. 2.2. 1972 had been mutated to that effect .

It further appears that M.E.No. 8362 dtd. 6.4.1969 shows that Vishram Runja Mate had taken the loan of Rs. 8000/- from Maharashtra State Co.Op. Land Deve. Bank Ltd. Mumbai . Hence the name of the said bank was recorded in occupant column and the name of the said owner Shri. Vishram Runja Mate was recorded in other rights column .

Shri. Vishram Runja Mate had executed Declaration for Rs. 54000 in favour of Adgaon Vikas Karyakari Seva Sangh Soc. on 10.7. 1976 Hence the name of said society was recorded in other right column in M E No. 9002 dtd. 14. 7. 1976 .

It further appears from M.E.No. 1 dtd. 13. 9.1981 that by the order of Deputy Director Land Reocrd, Mumbai vide their order No. Kon /SR/ 4548 (Nashik) Mumbai dtd. 20. 5. 1978 and as per the Gazzetee of Maharashtra Govt. Part I dtd. 14. 9. 1978 Mauje Adgaon was converted for Gat scheme as per land amalgamation scheme .

It further appears from ME No 895 dtd. 14. 6. 1985 Shri. Vishram Runja Mate had repaid the loan availed from Maharashtra State Co.Op.Land Development Bank Ltd. Mumbai branch Nashik on 28.2.1985 Hence the name of above said bank in the owners column was deleted and the name of the said owner Vishram Runja Mate was entered in the occupant column .

That Vishram Runja Mate had prepared layout plan for retention land and as per the said layout separate 7/ 12 extract were prepared for plots and excess land of Gat No. 328/ 41 had been prepared ME No. 1260 dtd. 21. 11. 1986.

It further appears that Vishram Runja Mate , Madhav Vishram Mate , Eknath Vishram Mate, Rangnath Vishram Mate , Arun Vishram Mate and Kisan Vishram Mate had filed statement u/s 6 (1) of the ULC Act . As per the order of Deputy Collector & Competent Authority ULC Nashik vide their order No. ULC / A-3/ 3695/ 71 dtd. 16. 4. 1985 out of the said land 1200 Sq.Mtrs declared as retention and 4200 Sq.Mtrs. declared as excess land . ME No. 2396 dtd. 14. 4. 1992 had been mutated to that effect .

It further appears from ME No. 3746 dtd. 1. 4. 1997 that Vishram Runja Mate had repaid the loan amount of Adgaon Vikas Karkyari Seva Soc. Hence the charge of said society in other right column was deleted .

It further appears that Vishram Runja Mate had executed General Power of Attorney in favour of Bapurao Abhimanyu Patil The said GPA was executed before Notary & Advocate Ramesh R. Khatod on 15. 6. 1999. As per the order of Deputy Collector of Stamp Nashik division the deficit stamp with penalty had been deposited in treasury Nashik vide challan No. 54 for the said Power of Attorney .

It further appears from M.E. No. 5982 dtd. 7.8. 2002 that as per order of District Rehabilitation OFficer Nashik vide their order No. Punarvasan/ Kaksha / 10 (1) / 1045 /2002 Nashik dtd. 6.8. 2002 the remark as Punarvasan reserved land 2 H 60 R was deleted from Gat No. 328/ 41 and taken on Gat No. 1110 .

It further appears in 2014 that Land owners Vishram Runja Mate have applied and get sanctioned excess land scheme under Sec. 20 of ULC Act. and had been prepared by Deputy Collector & Competent Authority ULC Nashik vide their order No. ULC -C-1 Sec. 20 (1) (A) (A) PD S / 597 / 99dtd. 24. 6. 1999 . As per the said Talegaon Dabhade scheme the layout was prepared and Nashik Municipal Corporation has approved the said layout vide their order No. Nagar rachna/ Antim/ 30 / Panchvati/ dtd. 17.5. 2004 . As per the order from Collector Nashik under Maharashtra Land Revenue Code 1960. Sec. 44 the said land was converted for Non Agricultural use vide their order No. Mah/ Kaksha /3 / N.A. Letter No. / 4 / 27 / 2003 Nashik dtd. 5.4.2003 . So also the remark u/s 20 Talegaon Dabhade scheme is entered in the ME No. 7085 .

It further appears that Bapurao Abhimanyu Patil for himself and Power of Attorney Holder of Vishram Runja Mate has executed Developement Agreement and Power of Attorney for Plot No.9 in favour of Jayant Vasant Yeola, Pandit Mahadu Wagh, Milind Vishwanath Dashputre on 6.8. 2004 . The said Developement Agreement and Power of Attorney registered before Sub Registrar office Nashik at Sr.No. 4367 and 4368 respectively. Jayant Vasant Yeola, Pandit Mahadu Wagh, Milind Vishwanath Dashputre had taken permission from Maharashtra Govt vide their letter No. Mudat / 1009 / Pra. Kra . 805 / ULC 2 dtd. 22. 10 . 2009

It further appears that Bapurao Abhimanyu Patil for himself and Power of Attorney Holder of Vishram Runja Mate has executed Developement Agreement and Power of Attorney for Plot No.10 in favour of Jayant Vasant Yeola, Pandit Mahadu Wagh, Milind Vishwanath Dashputre on 6.8. 2004 . The said Developement Agreement and Power of Attorney registered before Sub Registrar office Nashik at Sr.No.4369 , 4370 respectively. Jayant Vasant Yeola, Pandit Mahadu Wagh, Milind Vishwanath Dashputre had taken permission from Maharashtra Govt vide their letter No. Mudat / 1009 / Pra. Kra . 805 / ULC 2 dtd. 22. 10. 2009 .

In M.E.No. 11950 dtd. 24. 5. 2010 Jayant Vasant Yeola. Pandit Mahadu Wagh, Milind Vishwanath Dashputre for themselves and as a Power of Attorey Holder of Vishram Runja Mate had executed Sale deed in favour of Anand Ashok Kangokar for plot No. 9 out of Gat No. 328 on 8.4.2010 . And Plot No. 10 in favour of Rajesh Ashok Kangokar . The said sale deed was registered at Sr.No. 3635 and 3636 in the office of Sub Registrar Nashik 2. Accordingly the name of purchasers are entered in 7/12 extract of said property.

M.E. No. 16630 dtd. 23. 11. 2012 shows that Anand Ashok Kangokar and other has prepared amalgamation plan which is sanctioned by Nashik Municipal Corporation Nashik vide their letter No. LND/ BP/ Panch / C-5/ 645 / 3622 dtd. 11. 10. 2012 and the plot No. 9 and 10 were amalgamted as Plot No. 9 +10 adm. area 894. 50 Sq.Mtrs. Hence as per order , the 7/12 extract was corrected and M.E. was sanctioned.

M.E.No. 17443 dtd. 26.6.2013 shows that Anant Builders & Developers Partnership firm through Partner 1) Keshavlal Narayanbhai Patel 2) Rohan Keshavlal Patel 3)

Kamlaben Keshavlal Patel 4) Sneha Keshavlal Patel had purchased Plot No. 9+10 area 894. 45 Sq.Mtrs. out of Gat No. 328/41 from 1) Anand Ashok Kangokar 2) Rajesh Ashok Kangokar on 7.6.2013 by way of sale deed vide Sr.No. 5289/ 2013 . Hence as per sale deed the name of purchaser was mutated in owners column.

Then after Anant Builders & Developers Partnership firm through Partner Rohan Keshavlal Patel has prepared building plan which is sanctioned by Nashik Municipal Corporation Nashik vide Letter No. LND / BP / Panchvati/ C-5/ 571/ 3266 dtd. 29. 10. 2013. As per building plan the construction is commenced.

Then after Anant Builders & Developers Partnership firm through Partner Rohan Keshavlal Patel has executed following Agreement for sale in favour of following flat purchasers.

A) Bhagvan Dinkar Aher and Puja Bhagvan Aher (Puja Raju Kotkar) in respect of Flat No. 302 on third floor adm. area 54 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A on 14.9. 2016.

B) Chandrakant Suresh Patil in respect of Flat No. 304 on third floor adm. area 42 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 9.9. 2016.

C) Lalit Yadav Nemade in respect of Flat No. 205 on Second floor adm. area 42 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 9.9. 2016.

D) Ashok Bapu Shirsath in respect of Flat No. 402 on Fourth floor adm. area 47.50 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 3.8. 2016.

E) Babasaheb Sitaram Pandhure in respect of Flat No. 202 on Second floor adm. area 54 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 3.8.2016

F) Santosh Bhagvan Patil in respect of Flat No. 204 on Second floor adm. area 42 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 29.7. 2016

G) Sanjay Vitthal Ugale in respect of Flat No. 301 on Third floor adm. area 55 Sq.Mtr. carpet in the bulding Anant Laxmi Apartment Building A dtd 1.10. 2015

H) Sanjay Vitthal Ugale has mortgaged said flat No. 301 in favour of Bank of India branch Pimpri Sayyad Tal & Dist Nashik by way of Agreement relating Deposit of Title Deeds on 19.1. 2016 .

I) Shankar Bhalchandra Shevale and Dipali Shankar Shevale in respect of Flat No. 104 on first floor adm. area 42 Sq.Mtrs. carpet in the building , Anant Laxmi Apartment Building A dtd. 22. 9. 2016 .

Anant Builders & Developers constructed the building known as Anant Laxmi Apartment Building A . As per building plan total 20 flats are constructed . The building no. B is yet to be constructed and it will consist 4 flats.

Index II and Search :- Index II registers are not available in the Sub Registra office. Some registers are in torned condition , some registers are missing , some are sent for the binding Registers which are available for the inspection are inspected for the period 1987 to 2016 .Also Index II search is taken online on the basis of available data . The data is available from the year 2002 . I have taken search in the office of Sub Registrar Nashik for the year 1987 to 2016 vide receipt No. 15928 dtd. 7. 9. 2016 . Flat No. 104 , 202 , 204 , 205 , 301, 302, 304 and 402 are sold by Anantlaxmi Builder and remaining flats are in possesion of Anant Laxmi Builder . The remaining flat properties title is clear and marketable.

OPINION

After perusing all the concerned revenue records which is produced before me , I am of the opinion that N.A. Plot No. 9+10 adm: area 894. 45 Sq.Mtrs. out of Gat No. 328/ 41 and constructed building thereon known as Anant Laxmi Apartment Building A , situated at Adgaon Tal & Dist Nashik which is owned by Anant Builders & Developers Partnership firm through Partner 1) Keshavlal Narayanbhai Patel 2) Rohan Keshavlal Patel 3) Kamlaben Keshavlal Patel 4) Sneha Keshavlal Patel .

Flat No. 104 , 202 , 204 , 205 , 301, 302. 304 and 402 in Building A are sold by Anantlaxmi Builder to the different purchasers . And remaining flat properties in Building A are in possesion of Anant Laxmi Builder . The remaining flat properties in Building A , title is clear and marketable and free from encumbrances.

Hence this Title Search Report.

Nashik
Date :-22. 9. 2016

Advocate